Exhibit

Silversmith Declaration

FOR SETTLEMENT PURPOSES ONLY

FIRST,
SECOND, Both firms will exchange bills or pro formas on a monthly basis, which will be reviewed by Ian Comisky and Grant Palmer.
THIRD, Fox will pay all costs and expenses incurred after the date Ian joins Fox Rothschild, including but not limited to expert fees and outside counsel fees earned for such services performed after Ian joins Fox Rothschild.
FOURTH, if
FIFTH, if the case settles after December 31, 2016, the attorney fees will be allocated, after reimbursing each Firm for its time and expenses, based on the ratio of investment incurred by the Firms. For example, if Blank Rome has three million dollars of billable hours and Fox Rothschild has a million, the ratio will be 3:1.
SIXTH, except as set forth above in this agreement, all terms and provisions of the July 8, 2014 attorney-client contingency fee agreement signed by Pavel Lazerenko, Blank Rome LLP, Smith & Zimmerman, PLLC and Daniel Horowitz shall remain in full force and effect.

I/We hereby acknowledge and agree to the above as amendments to the attorneyclient contingent fee agreement dated July 8, 2014.

08.17 2016 z
Date

FOX ROTHSCHILD LLP

Thomas D. Paradise General Counsel

Aug. 17, 2016
Date

BLANK ROME LLP

William H. Roberts

General Counsel